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RECORDATION NO. \_\_\_\_\_ FILED 1425

WILMER, CUTLER & PICKERING

2445 M STREET, N. W.

WASHINGTON, D. C. 20037-1420

INTERNATIONAL TELEX: 440 239 WCPI UI

TELEX: 89-2402 WICRING WSH

TELEPHONE 202 663-6093

ALLEN H. HARRISON, JR.

DIRECT LINE (202)

663-6093

MAR 31 1988-8 20 AM  
INTERSTATE COMMERCE COMMISSION

EUROPEAN OFFICE  
4 CARLTON GARDENS

PALL MALL

LONDON, SW1Y 5AA, ENGLAND

TELEPHONE 011-441-839-4466

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CABLE ADDRESS: WICRING LONDON

8-091A026

MAR 31 1988

March 31, 1988

Fee \$ 13.00  
13.00 filing fee  
ICC Washington, D.C.

Dear Ms. McGee:

On behalf of Citicorp North America, Inc. I submit for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder, five (5) executed counterparts of a primary document, not previously recorded, entitled Lessor Security Agreement dated as of February 1, 1988.

*New Number*  
The parties to the enclosed Lessor Security Agreement are:

Citicorp North America, Inc. - Lessor (Secured Party)  
601 Midland Avenue  
Rye, New York 10580

CSX Transportation, Inc. - Lessee (Debtor)  
100 North Charles Street  
Baltimore, Maryland 21201

The said Lessor Security Agreement, among other things, covers the granting by Lessee to Lessor of a security interest in certain subleases of designated hopper cars.

The units of equipment covered by the Lessor Security Agreement are those hopper cars identified in Schedule A thereto, a copy attached hereto.

A short summary of the document to appear in the ICC Index is as follows:

"Covers subleases of hopper cars"

Enclosed is a check in the amount of thirteen dollars (\$13) in payment of the filing fees.

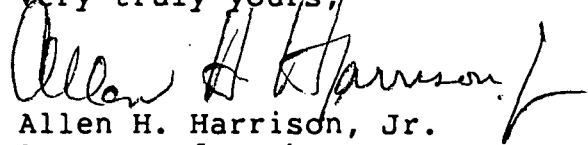
Once the filing has been made, please return to bearer the stamped counterparts of the Lessor Security Agreement not needed for your files, together with the fee receipt, the letter

*Handwritten:*  
Harrison  
A. Harrison

- 2 -

from the ICC acknowledging the filing, and the two extra copies of this letter of transmittal.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Allen H. Harrison, Jr.", with a stylized flourish at the end.

Allen H. Harrison, Jr.  
Attorney for the purpose  
of this filing for  
Citicorp North America, Inc.

Honorable Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Enclosures

AHH/iw

BY HAND

SCHEDULE A TO  
LESSOR SECURITY  
AGREEMENT  
PAGE 1 OF 2

C.I.T. HOPPERS CARS = 325

INIT NUMBER	INIT NUMBER	INIT NUMBER	INIT NUMBER
CSXT 802770	CSXT 803026	CSXT 803236	CSXT 803465
CSXT 802786	CSXT 803029	CSXT 803237	CSXT 803471
CSXT 802792	CSXT 803030	CSXT 803250	CSXT 803472
CSXT 802793	CSXT 803034	CSXT 803254	CSXT 803473
CSXT 802806	CSXT 803045	CSXT 803259	CSXT 803479
CSXT 802808	CSXT 803049	CSXT 803263	CSXT 803486
CSXT 802817	CSXT 803052	CSXT 803264	CSXT 803492
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CSXT 802823	CSXT 803054	CSXT 803273	CSXT 803498
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CSXT 802848	CSXT 803080	CSXT 803302	CSXT 803532
CSXT 802856	CSXT 803083	CSXT 803307	CSXT 803533
CSXT 802859	CSXT 803095	CSXT 803308	CSXT 803536
CSXT 802872	CSXT 803097	CSXT 803309	CSXT 803546
CSXT 802875	CSXT 803102	CSXT 803326	CSXT 803551
CSXT 802882	CSXT 803108	CSXT 803327	CSXT 803555
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CSXT 802890	CSXT 803115	CSXT 803338	CSXT 803562
CSXT 802892	CSXT 803121	CSXT 803340	CSXT 803574
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CSXT 802912	CSXT 803135	CSXT 803364	CSXT 803588
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CSXT 802921	CSXT 803152	CSXT 803368	CSXT 803600
CSXT 802923	CSXT 803157	CSXT 803372	CSXT 803601
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CSXT 802955	CSXT 803185	CSXT 803401	CSXT 803611
CSXT 802960	CSXT 803187	CSXT 803406	CSXT 803613
CSXT 802970	CSXT 803189	CSXT 803420	CSXT 803615
CSXT 802976	CSXT 803190	CSXT 803436	CSXT 803616
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CSXT 802990	CSXT 803203	CSXT 803450	CSXT 803624
CSXT 802994	CSXT 803212	CSXT 803453	CSXT 803627
CSXT 802998	CSXT 803213	CSXT 803454	CSXT 803635
CSXT 803000	CSXT 803215	CSXT 803458	CSXT 803636
CSXT 803002	CSXT 803217	CSXT 803461	CSXT 803639
CSXT 803003	CSXT 803219	CSXT 803462	CSXT 803640
CSXT 803014	CSXT 803230	CSXT 803463	CSXT 803647

C.I.T. HOPPERS CARS = 325

INIT NUMBER	INIT NUMBER	INIT NUMBER	INIT NUMBER
CSXT 803648	CSXT 803878	CSXT 804092	
CSXT 803649	CSXT 803879	CSXT 804097	
CSXT 803651	CSXT 803880	CSXT 804101	
CSXT 803655	CSXT 803884	CSXT 804103	
CSXT 803659	CSXT 803888	CSXT 804115	
CSXT 803668	CSXT 803897	CSXT 804137	
CSXT 803674	CSXT 803901	CSXT 804142	
CSXT 803675	CSXT 803903	CSXT 804144	
CSXT 803678	CSXT 803904	CSXT 804146	
CSXT 803680	CSXT 803914	CSXT 804152	
CSXT 803689	CSXT 803915	CSXT 804156	
CSXT 803691	CSXT 803917	CSXT 804159	
CSXT 803701	CSXT 803918	CSXT 804163	
CSXT 803703	CSXT 803921		
CSXT 803705	CSXT 803927		
CSXT 803706	CSXT 803929		
CSXT 803715	CSXT 803933		
CSXT 803717	CSXT 803938		
CSXT 803721	CSXT 803944		
CSXT 803723	CSXT 803947		
CSXT 803724	CSXT 803950		
CSXT 803728	CSXT 803956		
CSXT 803745	CSXT 803959		
CSXT 803753	CSXT 803964		
CSXT 803757	CSXT 803965		
CSXT 803758	CSXT 803966		
CSXT 803762	CSXT 803968		
CSXT 803763	CSXT 803977		
CSXT 803766	CSXT 803981		
CSXT 803772	CSXT 803984		
CSXT 803774	CSXT 803985		
CSXT 803779	CSXT 803988		
CSXT 803782	CSXT 803998		
CSXT 803784	CSXT 804006		
CSXT 803785	CSXT 804022		
CSXT 803797	CSXT 804031		
CSXT 803806	CSXT 804032		
CSXT 803807	CSXT 804038		
CSXT 803809	CSXT 804040		
CSXT 803819	CSXT 804043		
CSXT 803837	CSXT 804045		
CSXT 803839	CSXT 804054		
CSXT 803840	CSXT 804059		
CSXT 803845	CSXT 804060		
CSXT 803848	CSXT 804064		
CSXT 803850	CSXT 804066		
CSXT 803852	CSXT 804076		
CSXT 803860	CSXT 804077		
CSXT 803861	CSXT 804082		
CSXT 803864	CSXT 804083		
CSXT 803868	CSXT 804087		
CSXT 803870	CSXT 804091		

# Interstate Commerce Commission

Washington, D.C. 20423

3/31/88

OFFICE OF THE SECRETARY

Allen H. Harrison, Jr  
Wilmer, Cutler & Pickering  
2445 H. St. N.W.  
Washington, D.C. 20037-1420

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 3/31/88 at 8:50am, and assigned recordation number(s). 15550, 15551, 15552

Sincerely yours,



Secretary

Enclosure(s)

1 5551  
RECORDATION NO. 5551  
FEB 14 1988

MAR 31 1988-8 50 AM

INTERSTATE COMMERCE COMMISSION

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LESSOR SECURITY AGREEMENT

Dated as of February 1, 1988

Between

CITICORP NORTH AMERICA, INC.,  
Lessor,

and

CSX TRANSPORTATION, INC.,  
Lessee

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Railroad Rolling Stock

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## LESSOR SECURITY AGREEMENT

THIS LESSOR SECURITY AGREEMENT ("Lessor Security Agreement") is dated as of February 1, 1988, between CITICORP NORTH AMERICA, INC., a Delaware corporation ("Lessor"), and CSX TRANSPORTATION, INC., a Virginia corporation ("Lessee").

### W I T N E S S E T H:

WHEREAS, the defined terms in Exhibit A annexed hereto are hereby incorporated herein;

WHEREAS, concurrently herewith, Lessor and Lessee have entered into the Lease and the Participation Agreement, providing for the purchase by Lessor and the leasing to Lessee of the Units described therein;

WHEREAS, as security for payment and performance of the obligations of Lessee to Lessor under the Lease, the Participation Agreement and this Lessor Security Agreement, it is the intent of Lessee to grant to Lessor and to create a security interest in certain property of Lessee, as hereinafter provided; and

WHEREAS, it is a condition to the participation by Lender and Lessor (individually, a "Participant"; and collectively, the "Participants") in the transaction contemplated in the Participation Agreement, including, without limitation, the purchase of the Notes by Lender, that Lessee and Lessor execute and deliver to each Participant this Lessor Security Agreement; .

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Grant of Security Interest. Lessee hereby assigns, transfers and grants to Lessor a security interest in the property described in Paragraph 2 below (collectively and severally, the "Collateral") to secure payment and performance of the obligations of Lessee to Lessor described in Paragraph 3 below (collectively and severally, the "Obligations").

2. Collateral. The Collateral shall consist of each Sublease covering any of the Units in Schedule A hereto together with all of Lessee's estate, right, title, interest, claim and demand in, to and under the Sublease, including, without limitation, the right to receive notices and give consents under the Sublease and the right to receive all rent, damages and other moneys from time to time payable to or receivable by Lessee under the Sublease, including, without limitation, insurance and condemnation proceeds, provided that additional Units may be added to Schedule A hereof from time to time as evidenced by execution by Lessor and Lessee of a Lessor Security Agreement Supplement substantially in the form set forth in Exhibit B annexed hereto and any and all Units described or referred to in such Lessor Security Agreement Supplement shall relate to the security interest herein granted as though specifically described in Schedule A hereof.



3. Obligations. The Obligations of Lessee secured by this Lessor Security Agreement shall consist of any and all debts, obligations, and liabilities of Lessee to Lessor arising out of or related to the Lease or any other Operative Agreement, and all amendments or extensions or renewals thereof, whether now existing or hereafter arising, voluntary or involuntary, whether or not jointly owed with others, direct or indirect, absolute or contingent, liquidated or unliquidated, and whether or not from time to time decreased or extinguished and later increased, created, or incurred.

4. Covenants of Lessee. In addition to all covenants and agreements of Lessee set forth in the Lease and the Participation Agreement, which are incorporated herein by this reference, Lessee hereby agrees (a) to do all acts that may be necessary to maintain, preserve, and protect the Collateral; (b) to mark all copies of such Sublease so as to indicate the interest of Lessor therein and to deliver to Lessor the original execution counterpart of each Sublease, which counterpart may be delivered by Lessor to Lender; (c) to pay promptly when due all taxes, assessments, charges, and liens (other than Permitted Lessee Liens) now or hereafter imposed upon or affecting any material parts of the Collateral; (d) to procure, execute and deliver from time to time any endorsements, assignments, financing statements and other writings deemed necessary or appropriate by Lessor to perfect, maintain and protect its security interest hereunder and the priority thereof and to deliver to Lessor promptly on receipt by Lessee all proceeds consisting of chattel paper or instruments; (e) to appear in and defend any action or proceeding that may affect its title to or Lessor's interest in the Collateral; (f) to keep separate, accurate and complete records of the Collateral and to provide Lessor with such records and such other reports and information relating to the Collateral as Lessor may reasonably request from time to time; (g) except as approved in writing by Lessor or as expressly permitted herein, not to surrender or lose possession of (other than to Lessor), sell, encumber, lease, rent, or otherwise dispose of or transfer (other than in the ordinary course of business) any portion of the Collateral or any right or interest therein, and to keep the Collateral free of all liens, except Permitted Lessee Liens; and (h) to give prompt notice to Lessor of any material default or material failure to perform by any Sublessee of which Lessee has knowledge and promptly to give Lessor copies of any notice of such material default or material failure given by Lessee to such Sublessee.

5. Authorized Action by Lessor.

(a) If Lessee fails to perform any of the covenants or agreements contained in this Lessor Security Agreement or if any action or proceeding is commenced that affects Lessor's interest in the Collateral or any part thereof, then Lessor may, but without obligation to do so and without notice to or demand upon Lessee, make such appearances, pay such costs and take such action as Lessor deems reasonably necessary or appropriate to protect Lessor's interest. Any amounts disbursed by Lessor pursuant to this Paragraph 5(a) shall be part of the Obligations secured by this Lessor Security Agreement and shall bear interest at a per annum rate equal to the Default Rate.

(b) Lessee hereby irrevocably appoints Lessor as its attorney in fact so to do, but Lessor shall not be obligated to incur any and shall incur no liability to Lessee or any third party for failure so to do, any act that Lessee is obligated by this Lessor Security Agreement to do, and to exercise such rights, powers and remedies as Lessee might exercise with respect to the Collateral.

6. Notification; Collateral. Lessee agrees that Lessor may at any time, but shall not be obligated to, notify any person obligated under any contract constituting a part of the Collateral of the assignment of such contract, and Lessee hereby authorizes Lessor to direct any such person in whatever manner Lessor shall deem appropriate or necessary to cause such person to make payment and render performance directly to Lessor; provided, however, that Lessor agrees that it shall not give notice requiring payment or performance directly to Lessor prior to the occurrence of an Event of Default hereunder. Except as otherwise provided in this Lessor Security Agreement, until otherwise notified by Lessor, Lessee shall collect, enforce, and receive delivery, payment and performance of the Collateral and exercise all rights and powers that it would otherwise be entitled to exercise.

7. Default and Remedies. A Default shall be deemed to have occurred under this Lessor Security Agreement upon (a) the failure of Lessee to observe or perform any of its covenants hereunder or under the Participation Agreement and such failure shall continue for fifteen (15) days after Lessee has received notice of such failure from Lessor or (b) the occurrence of an Event of Default under the Lease. Upon the occurrence of any such Default, Lessor, at its option, may declare this Lessor Security Agreement to be in default and may, at any time thereafter, without further notice to Lessee and in addition to all rights and remedies available to Lessor, do any one or more of the following: (a) foreclose or otherwise enforce Lessor's security interest in any manner permitted by law, or provided for in this Lessor Security Agreement; (b) sell, lease, or otherwise dispose of any Collateral at one or more public or private sales, whether or not such Collateral is present at the place of sale, for cash or credit or future delivery, on such terms and in such manner as Lessor may determine; (c) recover from Lessee all costs and expenses, including without limitation reasonable attorneys' fees, incurred or paid by Lessor in exercising any right, power, or remedy provided by this Lessor Security Agreement or by law; and (d) enter onto property where any Collateral is located and take possession thereof with or without judicial process.

8. Cumulative Rights. The rights, powers and remedies of Lessor under this Lessor Security Agreement shall be in addition to all rights, powers and remedies given to Lessor by virtue of any statute or rule of law, the Lease, any of the other Operative Agreements or any other agreement, all of which rights, powers and remedies shall be cumulative and may be exercised successively or concurrently without impairing Lessor's security interest in the Collateral.

9. Waiver. Any forbearance, failure or delay by Lessor in exercising any right, power or remedy shall not preclude the further exercise

thereof, and every right, power or remedy of Lessor shall continue in full force and effect until such right, power or remedy is specifically waived in a writing executed by Lessor. Lessee waives any right to require Lessor to proceed against any person or to exhaust any Collateral or to pursue any remedy in Lessor's power.

10. Setoff. Lessee agrees that Lessor may exercise its rights of setoff with respect to the Obligations in the same manner as if the Obligations were unsecured.

11. Binding upon Successors. All rights of Lessor under this Lessor Security Agreement shall inure to the benefit of its successors and permitted assigns, and all obligations of Lessee shall bind its successors and assigns.

12. Severability. If any of the provisions of this Lessor Security Agreement shall be held invalid or unenforceable, this Lessor Security Agreement shall be construed as if not containing those provisions and the rights and obligations of the parties hereto shall be construed and enforced accordingly.

13. References; Headings. The singular includes the plural. The descriptive headings of the several Paragraphs of this Lessor Security Agreement are inserted for convenience only and do not constitute a part of this Lessor Security Agreement.

14. Governing Law and Counterparts. The terms of this Lessor Security Agreement and all rights and obligations of the parties hereto shall be governed by the laws of the State of New York. Such terms, rights and obligations may not be changed orally, but may be changed only by an agreement in writing signed by the party against whom enforcement of such change is sought. This Lessor Security Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, but all of such counterparts shall together constitute a single instrument.

15. Notice. All notices and other communications required under the terms and provisions of this Lessor Security Agreement shall be governed by the notice provisions of the Participation Agreement.

16. Assignment as Collateral. All right, title and interest of Lessor in and to this Lessor Security Agreement and the Collateral has been assigned to and is subject to the lien of Lender as secured party under the Security Agreement. The parties hereto recognize and agree that actions permitted or required hereunder to be performed by, or allowed to be performed by, Lessor may, so long as the Indebtedness (as defined in the Security Agreement) has not been paid or performed, be performed by Lender in accordance with the provisions of the Security Agreement and that all references to Lessor shall include Lender. Third-party beneficiary rights shall accrue to Lender by virtue of this Paragraph 16.

17. Release of Collateral. All of the Collateral shall be released automatically from the security interest granted hereby upon the satisfaction in full of all the Obligations.

18. Contract Enforcement. So long as no Default hereunder shall have occurred and be continuing, Lessee shall have, during the term of the Lease, the full right, power and authority to exercise and enforce, at Lessee's sole expense, all contract rights in which Lessor has a security interest under this Lessor Security Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Lessor Security Agreement as of the date first above written.

LESSEE:

CSX TRANSPORTATION, INC.

By   
Title: AVR & TREASURER - EQUIPMENT UNIT

LESSOR:

CITICORP NORTH AMERICA, INC.

By \_\_\_\_\_  
Title: \_\_\_\_\_

17. Release of Collateral. All of the Collateral shall be released automatically from the security interest granted hereby upon the satisfaction in full of all the Obligations.


18. Contract Enforcement. So long as no Default hereunder shall have occurred and be continuing, Lessee shall have, during the term of the Lease, the full right, power and authority to exercise and enforce, at Lessee's sole expense, all contract rights in which Lessor has a security interest under this Lessor Security Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Lessor Security Agreement as of the date first above written.

LESSEE: CSX TRANSPORTATION, INC.

By \_\_\_\_\_  
Title: \_\_\_\_\_

LESSOR: CITICORP NORTH AMERICA, INC.

By   
Title: VICE PRESIDENT

State of Maryland )  
County of Baltimore ) ss.

On this 21st day of March, 1988, before me personally appeared Denis J. Vosard, to me known, who being by me duly sworn, says that he is the VP & TREASURER - EQUIPMENT UNIT of CSX TRANSPORTATION, INC., that said instrument was signed ~~and sealed~~ on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

H. Marlene Winchell  
Notary Public  
H. MARLENE WINCHELL  
BALTO. CO., MD.  
My Commission Expires July 1, 1990

My commission expires:

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On this \_\_\_\_ day of \_\_\_\_\_, 1988, before me personally appeared \_\_\_\_\_, to me known, who being by me duly sworn, says that he is the \_\_\_\_\_ of CITICORP NORTH AMERICA, INC., that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

My commission expires:

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On this \_\_\_\_ day of \_\_\_\_\_, 1988, before me personally appeared \_\_\_\_\_, to me known, who being by me duly sworn, says that he is the \_\_\_\_\_ of CSX TRANSPORTATION, INC., that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

My commission expires:

State of New York )  
County of Westchester ) ss.

On this 22 day of March, 1988, before me personally appeared Roger P. Miller, to me known, who being by me duly sworn, says that he is the Vice President of CITICORP NORTH AMERICA, INC., that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Thomas A. Matamoros  
Notary Public

My commission expires:

THOMAS A. MATAMOROS  
Notary Public, State of New York  
No. QS-4723452  
Qualified in New York County  
Commission Expires November 30, 1988

C.I.T. HOPPERS CARS = 325

INIT NUMBER	INIT NUMBER	INIT NUMBER	INIT NUMBER
CSXT 802770	CSXT 803026	CSXT 803236	CSXT 803465
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CSXT 802872	CSXT 803097	CSXT 803309	CSXT 803546
CSXT 802875	CSXT 803102	CSXT 803326	CSXT 803551
CSXT 802882	CSXT 803108	CSXT 803327	CSXT 803555
CSXT 802883	CSXT 803109	CSXT 803329	CSXT 803556
CSXT 802885	CSXT 803111	CSXT 803332	CSXT 803559
CSXT 802889	CSXT 803114	CSXT 803336	CSXT 803561
CSXT 802890	CSXT 803115	CSXT 803338	CSXT 803562
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CSXT 802904	CSXT 803133	CSXT 803358	CSXT 803587
CSXT 802912	CSXT 803135	CSXT 803364	CSXT 803588
CSXT 802913	CSXT 803149	CSXT 803365	CSXT 803595
CSXT 802918	CSXT 803150	CSXT 803366	CSXT 803598
CSXT 802921	CSXT 803152	CSXT 803368	CSXT 803600
CSXT 802923	CSXT 803157	CSXT 803372	CSXT 803601
CSXT 802930	CSXT 803163	CSXT 803374	CSXT 803603
CSXT 802938	CSXT 803170	CSXT 803376	CSXT 803606
CSXT 802939	CSXT 803176	CSXT 803397	CSXT 803608
CSXT 802946	CSXT 803179	CSXT 803400	CSXT 803610
CSXT 802955	CSXT 803185	CSXT 803401	CSXT 803611
CSXT 802960	CSXT 803187	CSXT 803406	CSXT 803613
CSXT 802970	CSXT 803189	CSXT 803420	CSXT 803615
CSXT 802976	CSXT 803190	CSXT 803436	CSXT 803616
CSXT 802980	CSXT 803198	CSXT 803439	CSXT 803617
CSXT 802985	CSXT 803200	CSXT 803449	CSXT 803623
CSXT 802990	CSXT 803203	CSXT 803450	CSXT 803624
CSXT 802994	CSXT 803212	CSXT 803453	CSXT 803627
CSXT 802998	CSXT 803213	CSXT 803454	CSXT 803635
CSXT 803000	CSXT 803215	CSXT 803458	CSXT 803636
CSXT 803002	CSXT 803217	CSXT 803461	CSXT 803639
CSXT 803003	CSXT 803219	CSXT 803462	CSXT 803640
CSXT 803014	CSXT 803230	CSXT 803463	CSXT 803647



C.I.T. HOPPERS CARS = 325

INIT NUMBER	INIT NUMBER	INIT NUMBER	INIT NUMBER
CSXT 803648	CSXT 803878	CSXT 804092	
CSXT 803649	CSXT 803879	CSXT 804097	
CSXT 803651	CSXT 803880	CSXT 804101	
CSXT 803655	CSXT 803884	CSXT 804103	
CSXT 803659	CSXT 803888	CSXT 804115	
CSXT 803668	CSXT 803897	CSXT 804137	
CSXT 803674	CSXT 803901	CSXT 804142	
CSXT 803675	CSXT 803903	CSXT 804144	
CSXT 803678	CSXT 803904	CSXT 804146	
CSXT 803680	CSXT 803914	CSXT 804152	
CSXT 803689	CSXT 803915	CSXT 804156	
CSXT 803691	CSXT 803917	CSXT 804159	
CSXT 803701	CSXT 803918	CSXT 804163	
CSXT 803703	CSXT 803921		
CSXT 803705	CSXT 803927		
CSXT 803706	CSXT 803929		
CSXT 803715	CSXT 803933		
CSXT 803717	CSXT 803938		
CSXT 803721	CSXT 803944		
CSXT 803723	CSXT 803947		
CSXT 803724	CSXT 803950		
CSXT 803728	CSXT 803956		
CSXT 803745	CSXT 803959		
CSXT 803753	CSXT 803964		
CSXT 803757	CSXT 803965		
CSXT 803758	CSXT 803966		
CSXT 803762	CSXT 803968		
CSXT 803763	CSXT 803977		
CSXT 803766	CSXT 803981		
CSXT 803772	CSXT 803984		
CSXT 803774	CSXT 803985		
CSXT 803779	CSXT 803988		
CSXT 803782	CSXT 803998		
CSXT 803784	CSXT 804006		
CSXT 803785	CSXT 804022		
CSXT 803797	CSXT 804031		
CSXT 803806	CSXT 804032		
CSXT 803807	CSXT 804038		
CSXT 803809	CSXT 804040		
CSXT 803819	CSXT 804043		
CSXT 803837	CSXT 804045		
CSXT 803839	CSXT 804054		
CSXT 803840	CSXT 804059		
CSXT 803845	CSXT 804060		
CSXT 803848	CSXT 804064		
CSXT 803850	CSXT 804066		
CSXT 803852	CSXT 804076		
CSXT 803860	CSXT 804077		
CSXT 803861	CSXT 804082		
CSXT 803864	CSXT 804083		
CSXT 803868	CSXT 804087		
CSXT 803870	CSXT 804091		

EXHIBIT A  
TO THE LESSOR  
SECURITY AGREEMENT

DEFINITIONS

The terms defined in the Lease, in the Security Agreement and in the Participation Agreement when used herein shall have the same meanings as so defined unless otherwise defined or the context otherwise requires.

"Collateral" shall have the meaning as defined in Paragraph 2.

"Default" shall mean any of the Defaults described in Paragraph 8.

"Default Rate" shall mean the rate of interest which Lessee is required to pay for nonpayments under Section 19 of the Lease.

"Indebtedness" shall have the meaning as defined in Section B.1 of the Security Agreement.

"Lease" shall mean the Equipment Lease dated as of the date hereof between Lessor and Lessee.

"Note" or "Notes" shall mean a Note or Notes of Lessor issued under the Security Agreement.

"Operative Agreement" shall mean each of this Lessor Security Agreement, the Participation Agreement, the Notes, the Security Agreement, the Lease, the Tax Indemnity and the Sale Agreement.

"Participation Agreement" shall mean the Participation Agreement, dated as of the date hereof, among Lessee, Lessor and Lender.

"Permitted Lessee Liens" shall mean with respect to the Collateral, (i) the security interest created by this Lessor Security Agreement; (ii) liens for taxes either not yet due or being contested in good faith and by appropriate proceedings diligently conducted so long as such proceedings shall stay the enforcement thereof and the sale or forfeiture of any Unit or any part thereof or interest therein; (iii) undetermined or inchoate materialmen's, mechanics', workmen's, repairmen's or employees' liens or other like liens arising in the ordinary course of business and securing obligations which are not delinquent or which shall have been bonded or the enforcement of which shall have been suspended (but only for the duration of such suspension) and (iv) the rights of Sublessee and any permitted assignee under the Sublease.

"Security Agreement" shall mean the Security Agreement dated as of the date hereof between Lessor and Lender.

"Sublease" shall mean any sublease permitted by Section 17 of the Lease which covers the Delivered Units and is entered into between Lessee and Sublessee for a period in excess of one (1) year, such Sublease being entered into as of the date hereof or hereafter put in place.

"Sublessee" shall mean any party entering into a Sublease with Lessee.

"Units" shall have the meaning as set forth in the Lease.

EXHIBIT B  
TO THE LESSOR  
SECURITY  
AGREEMENT

LESSOR SECURITY AGREEMENT SUPPLEMENT NO. \_\_\_\_

THIS LESSOR SECURITY AGREEMENT SUPPLEMENT, dated \_\_\_\_\_, of CITICORP NORTH AMERICA, INC., a Delaware corporation ("Lessor"), and of CSX TRANSPORTATION, INC., a Virginia corporation ("Lessee"), under the Lessor Security Agreement dated as of February 1, 1988 ("Lessor Security Agreement") between Lessor and Lessee.

W I T N E S S E T H

WHEREAS, capitalized terms herein are used as defined in the Lessor Security Agreement;

WHEREAS, the Lessor Security Agreement provides for the execution and delivery of a supplement substantially in the form of this Supplement No. \_\_\_, which supplement shall particularly describe the Units relating to any Sublease; and

WHEREAS the Lessor Security Agreement relates to each Sublease covering any of the Units described in the following paragraph and is being filed for recordation on or promptly after the date of this Supplement No. \_\_\_, with the Interstate Commerce Commission.

NOW, THEREFORE, to secure the Obligations, Lessee has assigned, transferred, and granted a security interest in the Collateral and does hereby grant, assign, and transfer a security interest in and confirm to the Lessor, its successors and assigns, each Sublease covering any of the railcars described in Schedule A attached hereto.

TO HAVE AND TO HOLD the aforesaid property to the Lessor, its successors and assigns, and for the uses and purposes and subject to the terms and conditions set forth in the Security Agreement.

This Supplement No. \_\_\_ shall be construed as supplemental to the Lessor Security Agreement and shall form a part thereof, and the Lessor Security Agreement is hereby incorporated by reference in this Supplement No. \_\_\_ and is hereby ratified, approved and confirmed.

This Supplement No. \_\_ is being delivered in the State of New York.

This Supplement No. \_\_ may be executed by Lessor and Lessee in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts shall together constitute but one and the same supplement.

IN WITNESS WHEREOF, Lessor and Lessee have each caused this Supplement No. \_\_ to be duly executed by their respective, duly authorized officers as of the day and year first above written.

LESSOR: CITICORP NORTH AMERICA, INC.

By \_\_\_\_\_  
Title:

LESSEE: CSX TRANSPORTATION, INC.

By \_\_\_\_\_  
Title:

State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 1988, before me personally appeared \_\_\_\_\_, to me known, who being by me duly sworn, says that he is the \_\_\_\_\_ of CITICORP NORTH AMERICA, INC., that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

My commission expires:

State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 1988, before me personally appeared \_\_\_\_\_, to me known, who being by me duly sworn, says that he is the \_\_\_\_\_ of CSX TRANSPORTATION, INC., that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

My commission expires:

SCHEDULE A  
TO THE LESSOR  
SECURITY  
AGREEMENT  
SUPPLEMENT NO. \_

DESCRIPTION OF LEASED EQUIPMENT

<u>Description</u>	<u>Identifying Mark and Numbers</u>
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